

REMARKS

Applicants' attorney thanks the Examiner for the careful consideration given to this application including consideration of the proposed amendment of claim 41 informally presented in the September 13, 2010 telefax. Claim 41 herein is similarly amended with the recitation that the decorative layer is a "wholly" united layer of a non-solvent ultraviolet resin absorbed in an ink pattern and that the united layer is a single layer of the combined ink pattern and hardening resin.

For the examiner's convenience, it is noted that the wholly united recitation is supported throughout the original specification including paragraph [0017] in the original and substitute specifications. Further, paragraph [0017] of the original and the substitute specifications describe the application of the ink pattern and the hardening resin on the transfer film as follows:

"a step of forcing the article underwater together with the transfer film so as to force the print pattern containing the ultraviolet ray hardening type resin composite onto the surface of the article and a step of irradiating an ultraviolet ray on the article on which the print pattern containing the ultraviolet ray hardening type resin composite is transferred whereby the ultraviolet ray hardening type resin composite is hardened in the state where the ultraviolet ray hardening type resin is wholly united with the print pattern to form a decorative layer."

Reference is made to the hardening resin being wholly united with the print pattern to form the decorative layer at numerous other locations throughout the application.

Paragraph [0076] of the original specification and corresponding paragraph [0067] of the substitute specification describe the print pattern 12 containing the hardening resin material 20.

Paragraph [0078] of the original specification and corresponding paragraph [0069] of the substitute specification describe, with reference to Fig. 2G, the drying of the article 10 to which the print pattern 12 containing the hardening resin 20 has been applied, "whereby the product 10' having the decorative layer 30 is completed (see Fig. 3)".

•As shown in Fig. 3, the decorative layer 30 is a single layer on the surface of the article 10 of the product 10'.

Accordingly, the recitations in claim 41 of the wholly united hardening resin and ink pattern to provide a single layer is supported and illustrated in the specification.

A Final Rejection issued on February 23, 2010, an Amendment under Rule 1.116 filed on July 23, 2010 and an Advisory Action dated August 5, 2010 resulted in the finality of the rejection of the claims under 35 USC 103(a) as obvious over JP 05-016598 to Atake et al. with evidence from US patent 4,029,831 to Daunheimer et al. in view WO 00/32666 of Meisenberg et al. Claim 46 is rejected under 35 USC 103(a) as Claim 41 with the further addition of Wypch (Book). The rejection of the claims is in

error and/or overcome by the foregoing amendment of claim 41 as discussed below.

The invention generally relates to articles having a wholly united layer of UV hardening resin absorbed in an ink pattern to provide a single that is decorative and protective. The ink pattern includes portions that absorb greater and lesser amounts of hardening resin and respectively provide the decorative layer with portions having a low gloss and a high gloss adjacent to each other. The ink pigments are a factor in the hardening resin absorption.

The claimed united decorative layer is not identified to be in the prior art in the final rejection. Rather, it is urged that UV absorption/deflection by the Atake ink meets the claimed absorption of ink. As previously urged, the Atake teaching that the ink controls the permeation of light into the hardening resin located below the ink by means of its translucency does not teach or suggest the claimed hardening resin absorption as in the present invention.

There is no prior art teaching of absorption of hardening resin by inks to provide a wholly united single layer. In fact, Atake relies on a separate ink layer above the hardening resin to block the UV radiation. Thus, Atake not only fails to teach or suggest the claimed invention, but rather, teaches away by using the ink layer to block UV radiation to the lower resin layer.

The important difference in materials which applicants' discovered to make this invention is summarized, *inter alia*, in paragraph [0017] of the application. Applicants use a non-solvent hardening resin to recover the adhesion of the print pattern in water pressure transfer, "whereby the ultraviolet ray hardening resin type composite is hardened in the state where the ultraviolet ray hardening type resin is wholly united with the print pattern to form a decorative layer." Atake practices prior art solvent activation of the print pattern as discussed in the prior amendments filed on October 12, 2009 and October 13, 2009.

In fact, the Examiner concedes that "Atake is silent on the 'non-solvent' nature of the ionizing-radiation curable resin and matting agent". (Final Rejection, paragraph 9, last sentence.) In this regard, Meisenberg is cited. However, this patent teaches a top-coating agent intended to protect the underlying paint layers "both in OEM and in the refinish of automobile bodies" (Col. 28, lines 44+). There is no suggestion for combining such a top-coat with the underlying paint or with an ink. Neither Atake nor Meisenberg teaches that the top-coat should permeate the ink in order to form the claimed united layer. The obvious combination of Miesenberg and Atake is to provide a separate protective top-coat as already taught in Miesenberg and in Atake.

Even if Meisenberg is combined with Atake, there is no teaching that the Atake solvent activation of the print layer may be eliminated since such is only taught by applicants. Thus, there is no suggestion for the proposed combination and, even if the combination is assumed, it does not result in the claimed invention since solvent activation of the print layer is taught by Atake. Moreover, neither Atake nor Meisenberg teaches the absorption of the top-coating agent by the ink layer or that such absorption provides gloss variation, and therefore, any assumed combination to teach or suggest the same, is necessarily based on applicants' teachings.

Claim 41 provides additional patentably distinguishing limitations. The following claim 41 recitations are not disclosed or suggested by any of the art of record.

said ink pattern including adjacent ink pattern portions containing inks that absorb greater and lesser amounts of hardening resin,

said decorative layer including adjacent decorative layer portions corresponding with said ink pattern portions and respectively containing corresponding greater and lesser amounts of absorbed hardening resin,

said decorative layer portions containing greater amounts of absorbed hardening resin having a low gloss and said decorative layer portions containing lesser amounts of absorbed hardening resin having a high gloss as compared with said low gloss.

None of the above is taught in the prior art.

Claims 42 - 46 are allowable for the same reasons as indicated above.

Claim 45 is allowable for the same reasons as set forth above. Wypch is cited as to use of carbon black in inks and does not remedy the deficiencies of the references discussed above.

For the foregoing reasons, it is submitted that the prior rejections of the claims are in error and/or overcome by amendment. Accordingly, claims 41-46 presently of record are in condition for allowance and such action is requested.

Applicants' attorney wishes to bring to the attention of the Examiner applicants' co-pending application Serial No. 10/558,990, filed December 1, 2005.

An Information Disclosure Statement (IDS) is electronically filed on this date. For the Examiner's information, it is noted that each of the references cited in the IDS was cited in the examination of co-pending application Serial No. 11/558,990. The U.S. publication of Serial No. 11/558,990 (No. US 2007/0051458) is also included in the IDS.

If there are any fees required by this communication, please charge the same to Deposit Account No. 16-0820, Order No. KIK-41079.

Respectfully submitted,

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